



## HOOVER PUBLIC LIBRARY

### INVITATION TO BID

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#### **BID # 21-14**

#### Theatre Sound System Upgrade

Proposal due date: **Tuesday, July 15, 2014 at 3:00 p.m.**

Please complete the following form and return to Carrie Steinmehl, Technology Coordinator, as soon as possible.

FAX TO: (205) 444-7878 Attention: Carrie Steinmehl

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We have received numbered pages 1 – 46 of this bid, plus this cover sheet.

\_\_\_\_\_

We are missing the following pages: \_\_\_\_\_

\_\_\_\_\_

Yes, we will submit a bid no later than the due date.

\_\_\_\_\_

No, we do not plan to submit a bid.

Addenda or other notices should be:

Faxed to (number): \_\_\_\_\_

Attn: (contact and company): \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_



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## I. BID INSTRUCTIONS AND BID PROCESS

### A. BID SUBMITTAL INSTRUCTIONS

1. **Bid Forms:** All bidders must use the attached bid proposal forms (or copies thereof) to submit their bid. No alternate or substitute forms will be accepted. All bid responses must be typed or written in ink.
2. **Submittal of Bids:** All bids must be submitted in sealed envelopes that are clearly marked with their **Alabama General Contractor number**, the **Bid Number** and **Bid Title** as they appear in the Invitation to Bid. Bid/Proposals must be delivered, no later than the specified bid opening date and time, to the following address:  
**Carrie Steinmehl**  
**Hoover Public Library**  
**200 Municipal Drive**  
**Hoover, AL 35216**
3. **Electronic Transmittal of Bids is Unacceptable:** Bid submittals delivered by fax, electronic mail, or other electronic transmittal methods will **NOT** be accepted as qualified bids.
4. **Late Bids are Not Acceptable:** Late bids will **NOT** be opened nor accepted as qualified bids.
5. **No Bid:** If you choose not to bid yet desire to remain on the city's vendor/supplier list for future consideration, please submit an envelope by the bid deadline with "**NO BID**" clearly marked on the pricing submittal form and on the outside of the sealed envelope.
6. **Submit Bids for All Items:** Each and every item listed must be bid/quoted or your bid may be disqualified.
7. **Notice of Award:** Records showing successful bidder and prices will be kept on file within the Library Administration's Office and may be examined upon request.
8. **Bid/Contract Documents:** Bidders are asked to retain these instructions, conditions, and specifications for future reference. This document and its attachments will become your Contract, or a part thereof, with the Hoover Public Library if you are the successful bidder.
9. **Pre-Bid Conference:** All prospective bidders must attend a mandatory pre-bid meeting with project walk-through in order to fully familiarize themselves with the entire scope of the project. Failure to attend will result in automatic disqualification of bid. This pre-bid conference will be held on Monday, June 30th at 5:30 p.m.
10. **Inquiries:** All inquiries regarding this bid should be directed to:  

Hugh Carpenter	OR	Matina E. Johnson
Professional Sound Advice		Fine Arts Coordinator
(205) 254-8003		(205) 444-7882
(205) 323.6935		matinaj@bham.lib.al.us
hugh@vulcanav.com		

**Note: Technical questions about the items specified within this Invitation to Bid must be submitted no later than seventy-two (72) hours prior to the Bid Opening date.**



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**B. QUANTITIES**

1. Commodities and Services will be purchased on an "As-Needed" basis. The actual quantities purchased may be more or less than the estimated quantities that appear in the Bid/Proposal Form.
2. The quantities provided within the attached Bid/Proposal Price sheet have been developed to reflect the approximate cost of meeting the Library's needs. Quantities provided herein are estimates only and are not a commitment to buy.
3. Approximate quantities, as provided herein, do not constitute an order, but only are provided for the purpose of comparing bid responses to each other to determine the lowest bidder.
4. Bidders should complete the Bid/Proposal Price Sheet to extend the total cost of each item listed at the specified quantities and then summarize the extended costs of all items.

**C. PRICES**

1. Bid is to be priced as a lump sum to purchase and install a complete system as specified herein and as shown on the plans together with all equipment and accessories required to provide a complete operating system.
2. Bid prices are not to exceed four decimal places (i.e., \$1.2525).
3. Prices quoted must remain firm for the entire period of the contract including extensions and renewals.
4. In the event of a delay in awarding the bid, bid prices shall remain firm for sixty (60) days from date of bid opening.

**D. EXEMPTION FROM SALES TAXES**

1. The Hoover Public Library is exempt from all sales taxes. This statement is in no way to be construed as relieving a seller or contractor of their obligation to pay appropriate taxes to each and every authorized taxing entity.
2. A copy of the Library's Sales Tax Exemption form/documentation may be provided to bidders upon request.

**E. DELIVERY AND DELIVERY CHARGES**

1. Prices bid/quoted shall include delivery to the location(s) stipulated below. No delivery charges or fees may be added or applied to bid items.
2. Failure to deliver products as specified, in accordance with the terms of the bid submitted, or failure to meet promised delivery dates will constitute sufficient grounds for cancellation of the contract at the sole discretion of the Library.

**F. EXCEPTIONS AND ALTERNATES**

1. The use of specific brands, model/product names, and numbers is not intended to restrict the bidding by any supplier and/or manufacturer, but is provided for the purpose of indicating the quality of materials, products, and service best adapted to the City's intended use.
2. If alternate brand names, product names, or product numbers are proposed, the bidder must follow the instructions below regarding the submittal of bids/quotes that include such exceptions or alternates. Compliance with each item's specification must be indicated on your bid price submittal.
  - a) Please indicate YES for each item specified if you meet or exceed the item specifications.



- b) Please indicate NO for each item specified if you do not meet or exceed the minimum specifications. If "No" is selected or if neither "YES" nor NO" is indicated, the Bidder must provide an explanation on separate page(s) entitled "EXCEPTIONS AND ALTERNATES TO SPECIFICATIONS" and must enclose such page(s) with your bid submittal. Failure to indicate yes or no or to give explanation could disqualify your bid.
3. Samples of alternate items must be made available for review upon request by the Library and, if requested, must be delivered promptly at the bidder's expense, for such review. If the bidder desires that the sample items should be returned, the bidder must include packaging materials and pre-paid postage for such return.
4. Samples will only be required for items marked "No" for compliance on the bid specification sheets, thus indicating that an alternate item is being bid.
5. Samples submitted as alternates may be subjected to laboratory testing at the discretion of the Library. Bidders are responsible for all costs associated with testing of their sample garments/accessories.
6. The Hoover Public Library, in its sole discretion, will determine whether or not alternate items meet or exceed bid specifications. The bid will be disqualified if an alternate product does not meet or exceed all specifications for the specified brand/product.

**G. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE PROJECT BY DEADLINE**

1. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
2. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
3. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.
4. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.



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**H. BID SECURITY (BID BOND) AND LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

1. Each bid must be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% (not to exceed \$10,000.00) of the bid.
2. Such cash, checks or bid bonds will be returned promptly after the City and the accepted Bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
3. The successful Bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

**I. REFERENCES ARE REQUIRED**

1. Bidders who are not already under contract to provide these services for the Hoover Public Library shall submit the names and appropriate contact information for a minimum of three (3) current or previous clients/customers with whom the Bidder has performed similar work during the past three (3) years.
2. The references cited must be related to work performed for clients/customers of similar size and scope as the Hoover Public Library. References for work from dissimilar size/scope clients may not be accepted by the Hoover Public Library as being relevant to this Bid and, as such, may not be accepted by the Library in meeting the minimum required number of references.

**J. NON-COLLUSION CERTIFICATION**

By submitting a Bid or Proposal, the Bidder certifies that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder; and
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening; and
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid is made in good faith and has not been developed or submitted pursuant to any agreement or discussion with, or inducement from, any firm or person who has submitted or is/was known to be submitting a competing for these items to the Hoover Public Library.

**K. RECEIPT AND OPENING OF BIDS**

1. Bids will be received by the Library at the Hoover Public Library, 200 Municipal Drive, Hoover, AL 35216, on or before the Submittal Deadline, and then, at said office, shall be publicly opened and read aloud.
2. The Library may consider informal any bid not prepared and submitted in accordance with the provisions hereof or may waive any informalities in such submittal.



3. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. However, no Bidder may withdraw a bid within 60 days after the actual date of the opening thereof without forfeiture of Bid security or Bid Bond.
4. Any bid received after the time and date specified shall not be opened nor considered to be eligible for award.

#### **L. DISQUALIFICATION OF BIDS**

1. Bids may be disqualified before the awarding of the contract for any reason including but not limited to the following:
  - a) Failure to deliver the bid submittal as required;
  - b) Failure to sign and/or notarize the bid documents;
  - c) Failure to include requested information or other details of the bid;
  - d) Excessive errors in calculating prices or total;
2. Bids may be disqualified for any other reason that may be deemed appropriate by Library officials.

#### **M. CONDITIONS AND RESERVATION OF RIGHTS**

1. Reservation of Rights – the Hoover Public Library expressly reserves the right to:
  - a) Waive minor deviations from specifications that do not impair overall effectiveness of services or functionality of the products;
  - b) Waive any defect, irregularity or informality in any bid procedure;
  - c) Reject or cancel any or all bids;
  - d) Reissue the bid invitation;
  - e) Extend the bid opening time and date;
  - f) Increase or decrease the quantity specified in the bid invitation;
  - g) Consider and accept alternate bids when most advantageous to the City.
  - h) Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in this proposal.
2. The Hoover Public Library reserves the right to purchase any item from any supplier who has been awarded an Alabama State bid contract, a GSA contract, or other contracts made in accordance with and/or authorized by state bid laws.

#### **N. REVIEW OF BIDDER QUALIFICATIONS AND REFERENCES**

1. The Library may make such investigations as he/she deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Library all such information and data for this purpose as the Library may request.
2. The Library reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Library that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.



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**O. METHOD OF AWARD**

1. While the bid award may be made to the lowest bidder meeting all product specifications, the Hoover Public Library may not award the bid on the basis of the low bid only. Quality, conformity with specifications, terms of delivery, terms of payment, past service history, and experience are among the factors that may be considered in determining the lowest responsible bidder. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
2. In the event the lowest responsible bidder refuses to accept all bid requirements without deviation, that bid will then be disqualified. After such refusal, the bid may be awarded to the next lowest responsible bidder meeting all specifications.
3. The Hoover Public Library reserves the right to award the bid in any manner that is in the best interest of the Library.

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**End of Bid Instructions and Bid Process Section**





## **II. GENERAL CONDITIONS OF THE SERVICES CONTRACT**

### **A. DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

1. **BIDDER:** any person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity that submits a Bid/Proposal.
2. **LIBRARY:** The Hoover Public Library, or any agency that may be designated by the Library as its successor or agent. The term "Library" as used herein shall be synonymous with the terms "Owner" and "Awarding Authority".
3. **CONTRACT:** The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Library and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Contract. The contractual relationship which the Contract creates between the Library and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Contract:
  - a) Notice to Contractors, Advertisement for Bids, Invitation to Bid
  - b) Instructions to Bidders
  - c) Conditions of the Contract (General, Supplemental, and Other Conditions)
  - d) Specifications (including Drawings, Diagrams and Exhibits)
  - e) Bid Proposal and Pricing Sheets
  - f) List of Exceptions and Alternates
  - g) Contract
  - h) Contract Change Orders
4. **CONTRACT SUM:** The Contract Sum is the total amount payable by the Library to the Contractor for performance of the Work under the Contract Documents. The term "Contract Sum" means the Contract Sum stated in the Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.
5. **CONTRACT TIME:** The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The term "Contract Time" means the Contract Time stated in the Contract as may have been extended by Change Order(s) in accordance with the Contract Documents.
6. **CONTRACTOR:** The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
7. **DAY:** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.



8. **DEFECTIVE WORK:** The term "Defective Work" shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary work which will not produce the results required by the Contract Documents, and (5) work performed using materials or equipment rendered unsuitable for incorporation into the Work.
9. **SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
10. **SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term "Subcontractor" means a Subcontractor or its authorized representatives.
11. **WORK:** The Work is the services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to perform the required work and to fulfill the Contractor's obligations under the Contract.

## **B. INTENT AND INTERPRETATION OF THE CONTRACT DOCUMENTS**

1. **INTENT:** It is the intent of the Contract Documents that the Bidder shall properly execute and complete the work described by the Specifications, and unless otherwise provided in the Contract, the Bidder shall provide all labor, materials, equipment, tools, equipment, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the work, in full accordance with the Specifications and reasonably inferable from them as being necessary to produce the indicated results.
2. **COMPLEMENTARY DOCUMENTS:** The Contract Documents are complementary. If work is required by one Contract Document, the Bidder shall perform the work as if it were required by all of the Contract Documents. However, the Bidder shall be required to perform work only to the extent that is consistent with the Specifications and reasonably inferable from them as being necessary to produce the indicated results.
3. **ORDER of PRECEDENCE:** Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Specifications:
  - a) The Contract.
  - b) Contract Addenda, with those of later date having precedence over those of earlier date.
  - c) Supplementary Conditions
  - d) General Conditions
  - e) The Specifications.
4. **INTERPRETATION:**
  - a) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of these Specifications. Unless an item shown or described in the Specifications is specifically identified to be furnished or installed by the Library or others or is identified as "Not In Contract" ("N.I.C."), the Bidder's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Bidder's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent operation by the Bidder, the City or separate contractors.



- b) The inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.
  - c) Words or phrases used in the Contract Documents which have well-known technical or industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.
  - d) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.
  - e) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them shall be promptly submitted in writing to the City for written interpretation, explanation, or clarification.
5. SEVERABILITY: The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

### **C. BIDDER'S AND CONTRACTOR'S REPRESENTATIONS**

- 1. By bidding, the Bidder represents to the Library that he/she has inspected the site and has read and is thoroughly familiar with the specifications and contract documents (including all addenda).
- 2. By executing the Contract, the Contractor represents to the Library that:
  - a) The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
  - b) The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
  - c) The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Library in any manner unless authorized by the Library in writing.
- 3. The failure or omission of any Bidder or Contractor to examine any form, instrument or document shall in no way relieve that Bidder or Contractor from:
  - a) any obligation with respect to his/her Bid
  - b) any obligation with respect to the Contract.

### **D. MINIMUM QUALIFICATIONS OF CONTRACTOR**

- 1. The contractor must have an Alabama General Contract number, which will also be marked on the outside of the sealed bid envelope.
- 2. The AV contractor must be an authorized dealer and have been certified by the manufacturer of the Main DSP Processor. Contractor shall have, and have had for the past 5 years, a service department.

### **E. SUPERVISION, SUPERINTENDENT, AND EMPLOYEES**

- 1. SUPERVISION and WORK METHODS
  - a) The term "Work Methods" refers to the means, methods, techniques, sequences, and procedures utilized by the Bidder in performing the work. The Bidder is solely responsible for supervising and coordinating the performance of the work, including the selection of Work Methods, unless the Specifications give other specific instructions concerning these matters.



- b) The Bidder shall be responsible to the Library for acts and omissions of not only the Bidder and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the work for or on behalf of the Bidder or any of its Subcontractors.
- c) The Bidder shall be responsible to inspect the in-progress and completed work to verify its compliance with the Contract Documents and to insure that any element or portion of the work upon which subsequent work is to be applied or performed is in proper condition to receive the subsequent work.

**2. SUPERINTENDENT**

- a) The Bidder shall employ and maintain a competent level of supervision for the performance of the work at the work site, including a superintendent who shall:
  - (1) have full authority to receive instructions from the Library and to act on those instructions and
  - (2) be present at the work site at all times during which work is being performed.
- b) Before beginning performance of the work, the Bidder shall notify the Library in writing of the name and qualifications of its proposed superintendent so that the Library may review the individual's qualifications. If, for reasonable cause, the Library refuses to approve the individual, or withdraws its approval after once giving it, the Bidder shall name a different superintendent for the Library's review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the work site.

**3. EMPLOYEES**

- a) The Bidder shall permit only fit and skilled persons to perform the work.
- b) The Bidder shall enforce safety procedures, strict discipline, and good order among persons performing the work.
- c) The Bidder will remove, from its employment on the work site, any person who deliberately or persistently produces non-conforming work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Specifications or implemented by the Library and delivered to the Bidder in writing during the course of the work.

**F. EQUIPMENT, MATERIALS, AND SUBSTITUTIONS**

- 1. Every part of the work shall be executed in a workmanlike manner in accordance with the Specifications and approved Submittals.
- 2. All equipment and materials used in the work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Specifications to be otherwise. Whenever a product, material, system, item of equipment, or service is identified in the Specifications by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Bidder may submit, for the Library's approval, products, materials, systems, equipment, or services of other sources which the Bidder can prove to the Library's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of the sole source paragraph below apply. Such proposed substitutions are not to be purchased or installed without the Library's written approval of the substitution.



3. If the Specifications identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Bidder may make substitution only after evaluation and approval by the Library.
4. If the Specifications identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Bidder must furnish the identified sole source.

#### **G. SAFETY AND PROTECTION OF PERSONS AND PROPERTY**

1. The Bidder shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.
2. The Bidder shall employ methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
  - a) The public, in general;
  - b) Patrons, visitors, and guests;
  - c) Workers and other persons on the work site and in adjacent and other areas that may be affected by the Bidder's operations;
  - d) Materials and equipment stored at the work site; and
  - e) Other property on, or adjacent to, the work site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements.
3. The Bidder shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Bidder, a Subcontractor, or anyone for whose acts they may be liable.
4. The Bidder shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property.
5. The Bidder shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the work and shall notify the Library and users of the work site of conditions that may exist or arise which may jeopardize their safety.
6. If use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the work, the Bidder shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activities.

#### **H. INSPECTION OF THE WORK**

1. The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Library's Inspector(s), any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work for compliance with the Contract Documents.



2. The Library or any public authority having jurisdiction and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or in progress and the Contractor shall provide reasonable accommodation for such access and inspection. All materials, workmanship, processes, and methods, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such work is being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.
3. The Library's Inspector(s) will:
  - a) Conduct scheduled inspections and conferences with the Contractor to plan work schedules and assignments,
  - b) Perform periodic inspections of in-progress and completed Work to ensure compliance of the Work with the Contract Documents, and
  - c) Monitor the Contractor's progress and performance of the Work.
4. The Library's Inspector(s) shall have the authority to reject Work that is not in compliance with the Contract Documents in which case the Project Inspector will advise the Contractor to initiate appropriate corrective action, and
5. The Library's periodic inspections will usually be scheduled around key phases of the Work based. As the Library deems appropriate, the Library Inspector(s), as well as other members of the Library Staff, can schedule and conduct special inspections or meetings to address specific matters of concern or non-compliance.
6. The Library Inspector(s) are not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents, to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence from the appropriate Library officials. Furthermore, the Contractor shall not proceed with changes to the Work as a result of instructions or findings of the Library Inspector(s) without written authorization of appropriate Library officials.

#### **I. CORRECTION OF OR DEDUCTIONS FOR DEFECTIVE WORK**

1. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Library or which otherwise becomes known to the Contractor.
2. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the work site by the Library or by separate contractors hired by the Library.
3. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to:
  - a) All labor and materials required to correct the Defective Work,
  - b) Additional testing and inspections to confirm that the Defective Work has been adequately corrected,
  - c) Reasonable expenses of the Library which were incurred as a result of the Defective Work and correction thereof.
4. If the Library deems it advisable and in the Library's interest to accept Defective Work, the Library may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Library, is offered by the Contractor.





## **J. CHANGES IN THE WORK**

1. The Library may, at any time, direct the Contractor to make changes to the Specifications or other portions of the Contract Documents, to add, delete, or otherwise revise portions of the Work as follows:
  - a) Library staff members who have responsibility for overseeing the work site are authorized by the Library to direct “minor” changes in the Work by written order to the Contractor. “Minor” changes in the Work are defined as those which are in the interest of the Library, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work.
  - b) Significant changes in the Work – those which are not “minor” – may only be authorized by the Library via the Change Order process described below.
  - c) If the Library desires to make a significant change in the Work, the change shall be incorporated into the Contract by a Contract Change Order, in writing, which must be approved and signed by the Contractor, Library, and other signatories to the Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.
  - d) Consent of surety will be obtained for all Contract Change Orders involving a significant (10% or greater) increase in the Contract Sum.
  - e) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Library.
2. The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Library:
  - a) Lump Sum. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. Changes which involve a net credit to the Library shall include credits for overhead and profit on the deducted work. Changes involving a net credit and that do not include overhead and profit must be justified and approved by the Library. For the purposes of this method of determining an adjustment of the Contract Sum, “overhead” shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.
  - b) Unit Price. By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.
  - c) Force Account. By directing the Contractor to proceed with the change in the Work on a “force account” basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Library shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Library may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:



- (1) Costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;
- (2) Cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;
- (3) Rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;
- (4) Costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;
- (5) Reasonable credits to the Library for the value of deleted Work, without Contractor or Subcontractor mark-ups; and
- (6) For additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. Changes which involve a net credit to the Library shall include credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit must be justified and approved by the Library. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

**3. ADJUSTMENT of the CONTRACT TIME due to CHANGES**

- a) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Library in writing that the change will increase the time required to complete the Work. Such notice shall be provided either:
  - (1) With the Contractor's cost proposal stating the number of days of extension requested, or
  - (2) Within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.
- b) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

**4. CHANGE ORDER PROCEDURES**

- a) If the Library proposes to make a change in the Work, an appropriate Library official will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Library a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.





- b) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the Library's capital and/or operating expenses at the work site or will improve the cost-effective performance of operations at the site. The Library will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.
- c) If the Contractor's proposal is acceptable to the Library, or is negotiated to the mutual agreement of the Contractor and Library, the Library or Contractor will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

#### **K. CLAIMS FOR DAMAGES**

1. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery.
2. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **L. RESOLUTION OF CLAIMS AND DISPUTES**

1. As used in this Article, "Claims and Disputes" include claims or disputes asserted by the Contractor, its Surety, or Library arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Library regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.
2. "Resolution" addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Library and asserted after execution of the Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.
3. An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Library to fail or refuse to continue to make payments in accordance with the Contract Documents.
4. The Contractor and Library agree that, upon the assertion of a Claim by the other, they will make a good faith effort to achieve mutual resolution of the Claim. If efforts to settle are not successful, the Claim shall be resolved in accordance with one of the following methods:
  - a) If mutually agreed, the Contractor and Library may endeavor to resolve a Claim through mediation.
  - b) Alternatively, upon the written agreement of the Contractor (or its Surety) and the Library, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel.
  - c) The final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Library may be by any legal remedy available to the parties.



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**M. LIBRARY'S RIGHT TO STOP OR SUSPEND THE WORK**

**1. STOPPING the WORK for CAUSE**

- a) If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Library may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Library's directive has been eliminated;
- b) The Library's right to stop the Work shall not be construed as a duty of the Library to be exercised for the benefit of the Contractor or any other person or entity.

**2. SUSPENSION by the LIBRARY for CONVENIENCE**

- a) The Library may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Library may determine.
- b) The Contract Sum and Contract Time shall be adjusted for reasonable increases in the cost and time caused by a Library-directed suspension, delay or interruption of Work for the Library's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Library.

**N. LIBRARY'S RIGHT TO TERMINATE CONTRACT**

**1. TERMINATION by the LIBRARY for CAUSE**

- a) Causes: The Library may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:
  - (1) Should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
  - (2) Refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
  - (3) Refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
  - (4) Fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
  - (5) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Library; or
  - (6) Is otherwise guilty of a substantial breach of the Contract.
- b) Procedure:
  - (1) Notice to Cure: In the presence of any of the above conditions the Library may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.



- (2) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Library with written verification that satisfactory positive action is in process to cure the condition, the Library may, without prejudice to any other rights or remedies of the Library, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.
- (3) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Library may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.
- (4) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Library shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Library, including compensation for additional managerial services, administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by the Library and the costs and expenses of completing the Work.
- c) Wrongful Termination: A notice of termination for cause which is made in good faith but is later determined to have been wrongly given, shall be effective and compensation therefore shall be determined as if it had been a termination for convenience as described below.

**2. TERMINATION by the LIBRARY for CONVENIENCE**

- a) The Library may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Library that such termination is in the Library's best interest. Such termination is referred to herein as Termination for Convenience.
- b) Upon receipt of a written notice of Termination for Convenience from the Library, the Contractor shall:
  - (1) stop Work as specified in the notice;
  - (2) enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
  - (3) terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
  - (4) take such actions as are necessary, or directed by the Library, to protect, preserve, and make safe the terminated Work; and
  - (5) Complete performance of the Work that is not terminated.
- c) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for
  - (1) the Work performed prior to its termination, including materials and equipment purchased and delivered for use in performing the Work, and
  - (2) any reasonable costs incurred because of the termination.
  - (3) reasonable mark-up of costs for overhead and profit,
  - (4) reasonable anticipated overhead.



- d) The Contractor shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work.
- e) A proposal for decreasing the Contract Sum shall be submitted to the Library by the Contractor in accordance with the applicable Change Order provisions found elsewhere within these Contract Documents.
- f) Likewise, any Claim or Dispute involving the Termination for Convenience shall be resolved pursuant to applicable provisions found within these Contract Documents.

## **O. CONTRACTOR'S RIGHT TO SUSPEND OR TERMINATE THE CONTRACT**

### **1. SUSPENSION OR DELAY by the LIBRARY**

- a) If all of the Work is suspended or delayed for the Library's convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Library a written Notice of Termination which allows the Library fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor's receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Library as if the termination had been for the City's convenience.

### **2. NONPAYMENT**

- a) The Library's failure to pay the undisputed amount of an Invoice for Payment within sixty days after receiving it from the Contractor shall be just cause for the Contractor to give the Library fourteen days' written notice that the Work will be suspended pending receipt of payment and that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.
- b) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been imposed by the Library for Convenience.
- c) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been imposed by the Library for Convenience.

## **P. GUARANTEE AND WARRANTY**

- 1. By submitting a bid, the bidder certifies that he/she is fully aware of the conditions of service and purpose for which the items and services included in this Bid/Proposal are to be purchased. A bid submittal shall further serve as a guarantee that the bidder's products and services will meet these conditions to the complete satisfaction of the Hoover Public Library.
- 2. The bidder attests that all commodities delivered under this Contract (if any) shall be new, original, brand name items that have never been refurbished, repaired, or remanufactured.
- 3. All products delivered under this Contract (if any) will have a manufacturer's warranty covering defects in materials and workmanship for a minimum of one (1) year.
- 4. The successful bidder shall replace all defective materials immediately upon notification except when it is clearly shown that the defects were caused by misuse and not by faulty manufacture.



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**Q. INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Hoover Public Library and, collectively, its agents, elected officials, boards, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is:
  - a) Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use, and
  - b) Is caused in whole or in part by negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part, or is alleged but not legally established to have been caused in part, by a party indemnified under this contract.
2. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.
3. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

**R. ASSIGNMENT AND SUBCONTRACTS**

1. The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Library (and of the Surety, in the case of a bonded Contract). The Contract, or any portion thereof, shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.
2. The Bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract must be approved by the Library prior to such execution of subcontract.
3. The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.
4. Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Library, nor to create a duty of the Architect, Library, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

**S. PERMITS, LAWS, AND REGULATIONS**

1. Prior to issuance of any purchase orders for products/services, the successful bidder must obtain appropriate City of Hoover Business License(s) if such license(s) is/are required by City Ordinance or Revenue Department rules and regulations.
2. The successful bidder must also acquire all other licenses and/or permits required by local, State of Alabama, and federal law as applicable.
3. The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.



4. The Bidder agrees that, if awarded the Bid and while performing the work specified herein, he/she will abide by and conform to all laws of the United States of America, the State of Alabama, and the City of Hoover.

#### **T. ROYALTIES, PATENTS, AND COPYRIGHTS**

1. The Contractor shall pay all applicable royalties and license fees (if any).
2. The Contractor shall defend, indemnify and hold harmless the Hoover Public Library, City of Hoover, and its agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Library.

#### **U. USE OF THE SITE**

1. The Contractor shall confine its operations to areas permitted by the Library and as permitted by law, ordinances, permits and the Contract Documents.
2. The Contractor shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris.
3. The Contractor's operations at the site shall be restricted to the sole purpose of performing the Work. Use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
4. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices shall not be erected on the work site without the prior approval of the Library. If such approval is granted, the temporary facilities and related utilities shall remain the property and responsibility of the Contractor, and shall be removed at the Contractor's expense upon the request of the Library or expiration of the Contract unless the Library authorizes their abandonment without removal.

#### **V. ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS**

1. Bidder/Vendor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. Vendor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall remain enrolled throughout the entire course of its performance hereunder, shall supply to the City of Hoover a copy of its E-Verify Memorandum of Understanding and such other documentation as the City may require to confirm Vendor's enrollment in the E-Verify Program and shall allow the City to inspect its records to confirm such compliance.





3. Vendor agrees that it shall, not knowingly, allow any of its suppliers, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Vendor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City of Hoover and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Bidder/Vendor shall require each of its suppliers, or other parties with whom it has a contract, to act in a similar fashion. If Vendor violates any term of this provision, this Agreement will be subject to immediate termination by the City of Hoover.
4. To the fullest extent permitted by law, Bidder/Vendor shall defend, indemnify and hold harmless the Hoover Public Library and the City of Hoover from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Vendor's failure to fulfill its obligations contained in this paragraph.
5. The following language is required by § 31-13-9 (k) Code of Alabama 1975 to be placed in all contracts covered by the Act: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. If there is no formal written contract between City of Hoover and the Bidder/Vendor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract. If you have received a copy of this Proposal Document and choose to do business with the City of Hoover, it will be deemed that you have accepted the terms even if you fail to sign and return the Agreement."

#### **W. NOTICE OF SUPPLEMENTAL CONDITIONS**

1. Attention is particularly called to those parts of the contract documents and specifications which deal with Supplemental Conditions of the Service Contract.

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**End of General Conditions Section**



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### III. SUPPLEMENTAL CONDITIONS OF THE SERVICE CONTRACT

#### A. CONTRACT PERIOD

1. The entire system shall be guaranteed for a period of one (1) year from the date of final acceptance of the installation and the contractor shall repair or replace defective equipment, during this period, at no cost to the owner.
2. The Contract may be extended for two (2) additional one-year periods upon mutual agreement between the Hoover Public Library and the successful bidder.

#### B. PROJECT DEADLINE AND LIQUIDATED DAMAGES

1. The system must be completely installed, inspected and approved by the Owner by Monday, September 1, 2014.
2. For failure of meeting the deadline, the Contractor shall forfeit to the City, as liquidated damages for such failure, \$250 per day until the system is installed, inspected and approved by the Owner.

#### C. PERFORMANCE AND PAYMENT BONDS

##### 1. GENERAL

- a) Upon signing and returning the Contract to the City for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the City a Performance Bond and a Payment Bond, each in a penal sum equal to 100% of the Contract Sum.
- b) Each bond shall be on the form contained in the Specifications, shall be executed by a surety company (Surety) acceptable to the City and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.
- c) The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

##### 2. PERFORMANCE BOND

- a) Through the Performance Bond, the Surety's obligation to the City shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In the event of default by the Contractor in the performance of the Work, the Surety shall be liable for the loss to the City for the actual excess costs of performance of said Work in accordance with the terms of the Contract. Any reasonable expenses incurred by the City as a result of default on the part of the Contractor, including administrative, and legal services, shall be recoverable under the Performance Bond.

##### 3. PAYMENT BOND

- a) Through the Payment Bond the Surety's obligation to the City shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Contract by the Contractor or the City, whoever is recipient of the request.





**4. POWER OF ATTORNEY**

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**5. EFFECT OF CHANGE ORDERS**

- a) The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders.
- b) All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

**6. EXPIRATION**

- a) The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents.

**D. INSURANCE REQUIREMENTS**

**1. GENERAL**

- a) **RESPONSIBILITY.** The Contractor shall be responsible to the Library from the time of the signing of the Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.
- b) **INSURANCE PROVIDERS.** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and financial size rating of Class V or larger.
- c) **NOTIFICATION ENDORSEMENT.** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Library has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Library. Such notice shall be valid only as to the Project as shall have been designated by Project Name in said notice.
- d) **INSURANCE CERTIFICATES REQUIRED.** The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Library an insurance certificate(s) acceptable to the Library and listing the Library as the certificate holder. The insurance certificate(s) must be delivered with the Contract and Bonds for final approval and execution of the Contract. Copies of the insurance certificates and attachments should also be sent to:
  - (1) The City Clerk, 100 Municipal Lane, Hoover, AL 35216; and/or
  - (2) The City's Risk Management Department in care of:  
Risk and Legal Manager, City of Hoover, 100 Municipal Lane, Hoover, AL 35216; or  
e-mail: mcfeer@ci.hoover.al.us
- e) **INSURANCE CERTIFICATE DOCUMENTATION AND CONTENT.** Each insurance certificate(s) must provide the following:
  - (1) Name and address of authorized agent of the insurance company



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- (2) Name and address of insured
  - (3) Name of insurance company or companies
  - (4) Description of policies
  - (5) Policy Number(s)
  - (6) Policy Period(s)
  - (7) Limits of liability
  - (8) Name and address of City of Hoover as certificate holder
  - (9) Project Name and Number, if any
  - (10) Signature of authorized agent of the insurance company
  - (11) Telephone number of authorized agent of the insurance company
  - (12) Mandatory thirty day notice of cancellation / non-renewal / change
  - (13) Special attachments or endorsements to meet the requirements of the insurance coverages specified should be attached.
  - f) DEDUCTIBLES AND SELF-INSURED RETENTIONS. The Contractor will be responsible for deductibles and self-insured retentions for claims made under its policies.
  - g) ADDITIONAL INSURED; CONTRACTOR'S INSURANCE AS PRIMARY
    - (1) The Contractor's insurance policies shall name the Hoover Public Library, and its agents elected officials, boards, and employees, as Additional Insureds;
    - (2) The Contractor's insurance policies shall state that this coverage shall be primary insurance for Additional Insureds and shall be Non-Contributory with regard to any insurance carried by the Library and shall contain no exclusions of the Additional Insured(s) relative to job related injuries or illness.
  - h) COMBINATION OF COVERAGES. Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line.
2. INSURANCE COVERAGES. The Contractor shall possess the types of insurance coverages with liability limits not less than as follows:
- a) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE as follows:
    - (1) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.
    - (2) Employer's Liability Insurance limits shall be at least:
      - (a) Each accident - \$1,000,000
      - (b) Disease – each employee \$1,000,000
      - (c) Disease – policy limit \$1,000,000
    - (3) No Proprietor/Partner/Executive Officer/Member of the Contractor shall be excluded.
    - (4) The Contractor's worker's compensation policy shall contain a waiver of Subrogation Clause in favor of the Library.
  - b) COMMERCIAL GENERAL LIABILITY INSURANCE:
    - (1) Commercial General Liability Insurance, shall be written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent. The Commercial General Liability Insurance shall provide at minimum the following:
      - (a) \$1,000,000 per occurrence



- (b) \$2,000,000 general aggregate with dedicated limits per project
  - (c) Additional insured endorsement
  - (d) Blanket contractual liability
  - (e) Blasting and explosion, collapse of structure and underground damage (XCU) shall not be excluded
  - (f) Bodily Injury and broad form property damage arising from premises operation liability
  - (g) Contractor's Liability
  - (h) Personal Injury liability
  - (i) Products & Completed Operations Liability, maintained for at least two years after completion of project
  - (j) Punitive damages shall not be excluded
  - (k) Severability of interests
- c) COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:
- (1) Commercial Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile.
  - (2) The Commercial Automobile Liability Policy shall provide not less than \$1,000,000 Combined Single Limit for each occurrence.
- d) COMMERCIAL UMBRELLA OR EXCESS LIABILITY INSURANCE:
- (1) Commercial Umbrella or Excess Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Automobile Liability and the Employer's Liability coverage of Workers' Compensation.
  - (2) Excess/Umbrella Limits of:
    - (a) \$4,000,000 per Occurrence
    - (b) \$4,000,000 per Aggregate
    - (c) The policy must be on an "occurrence" basis.
3. SUBCONTRACTOR'S INSURANCE:
- a) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.
  - b) LIABILITY INSURANCE. The Contractor shall cover their subcontractor's liabilities using their own judgment to either cover these liabilities as their own or require their Subcontractor to obtain and maintain coverage. However the Contractor chooses to cover the Subcontractor's liability, such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.
4. TERMINATION of OBLIGATION to INSURE:
- a) Unless otherwise expressly provided in the Contract Documents, the obligation to carry insurance coverages shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed.
  - b) Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.
5. WAIVERS of SUBROGATION. The Contractor waives all subrogation rights against the Library for all claims or actions covered by the Contractor's insurance.

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**End of Supplemental Conditions Section**



## **IV. SCOPE OF WORK**

### **A. GENERAL**

1. The contractor shall provide and install a complete system as specified herein and as shown on the plans together with all equipment and accessories required to provide a complete operating system.
2. All equipment shall be installed by a qualified technician in the employ of the contractor, who shall be a factory authorized dealer for at least 90% of the equipment manufacturers specified in this job.
3. This job requires the integration of new equipment with owner's existing equipment. Contractor will be responsible for proper integration.
4. Contractor will be responsible for creating two new speaker coves, complete with acoustical covering.
5. Contractor will be responsible for removing all existing equipment that is not being reused. All such equipment should be turned over to the owner.
6. Upon completion of the installation, the entire system shall be inspected and tested in the presence of the owner or his designated representative. The contractor shall provide all equipment and personnel necessary for the test. Upon completion of test, the contractor shall submit a certificate stating that:
  - a. Systems were installed by him as stated above.
  - b. Systems are in correct operating condition.
  - c. Systems are in accordance with specifications.
7. Where cable is shown not in conduit, it shall be installed in accessible areas (above lay-in ceiling, etc.) and shall be run in conduit in walls, above non-lay-in ceiling, and other non-accessible areas.
8. Completed systems shall be operated and explained to Owner's designated representative by the contractor. Owner shall be provided with complete operating/instruction manual.

### **B. SYSTEM DESCRIPTION**

1. The system shall consist of microphones, mixers, amplifiers, equalizers, processors, speakers and all associated items required to provide a complete operating system.
2. The goal of this design is to utilize some of the owner's existing equipment, along with new equipment to achieve a very flexible system within the owner's current budget.

### **C. PRODUCTS**

#### **1. AMPLIFIERS**

- a. Amplifiers shall be professional quality dual channel units providing 800 watts per channel at 8 ohms. They shall be designed for rack-mounted installation.
- b. Specified product is Lab Gruppen FP4000 or pre-approved equivalent. (Type 1). For quantity, see drawings in the Appendix.

#### **2. SPEAKER SYSTEMS**

Furnish loudspeakers types as follows.

- a. Type 1
  - i. Passive 2-way loudspeaker with 4x10" LF transducer and a 4" HF transducer with 90 x 90 horn.
  - ii. Specified product is EAW QX399 or pre-approved equivalent.



- b. Type 2
    - i. Passive dual 18" Subwoofer
    - ii. Specified product is EAW SB1000zP or pre-approved equivalent.
- 3. MICROPHONES
  - Wired Microphones
    - a. Type 1
      - i. Lectern Mounted Condenser Microphone
      - ii. Specified product is Audix MG18 or equal by Shure or AKG. Quantity: 1.
- 4. MAIN DIGITAL SIGNAL PROCESSORS
  - a. Audio DSP Type 1
    - i. The server shall support AVB digital audio and control networking by means of a modular 420 x 420 channel card. The server shall also support use of one or two 32 x 32 channel CobraNet® digital networking cards and/or one or two 64 x 64 channel Dante™ digital networking cards, up to a maximum of three audio networking cards total per server.
    - ii. The server shall be factory configured with one DSP card and shall be capable of supporting a total of three cards.
    - iii. The server shall provide dual Ethernet ports for configuration and control connection.
    - iv. The server shall be configurable for up to 48 channels of local audio input and output, including mic and line level, VoIP, and standard telephone interface. The server shall also support modular I/O cards for acoustic echo cancellation and ambient noise compensation.
    - v. The server shall provide front panel LED identification of server power, status, alarm, and activity as well as system-wide alarm.
    - vi. The server shall provide front panel OLED display for server and system information.
    - vii. The server shall be rack mountable (3RU) and feature software-configurable signal processing, including but not limited to: signal routing and mixing, equalization, filtering, dynamics, and delay, as well as control, monitoring, and diagnostic tools.
    - viii. The server shall be CE marked, UL listed and shall be compliant with the RoHS directive.
    - ix. Warranty shall be five years.
    - x. The server shall be Biamp Tesira SERVER-IO with expanders and accessories as shown on drawings. See drawings for quantities.
  - b. Speaker Processor Type 2
    - i. 4-input, 8-output Digital signal processor specifically designed to process and protect main speakers.
    - ii. Specified Product is EAW UX8800 or pre-approved equivalent.
- 5. DIGITAL MIXER
  - a. Specified product is Yamaha QL-5 or pre-approved equivalent.
- 6. MIXER ACCESSORIES
  - a. Dante interface cards for Digital Monitor Mixer. Specified product is Yamaha Dante-MY16-AUD or pre-approved equivalent. QTY. 2



- b. Dante input expanders for Digital Mixers. Specified product is Yamaha RI8-D or pre-approved equivalent.

**7. NETWORK GEAR**

- a. Network Switch
  - i. 24 port, gigabit network switch
  - ii. AVB enabled
  - iii. Specified product is Netgear GS724T AVB or pre-approved equivalent.

**8. HARDWARE**

- a. Panels
  - i. Custom or pre-manufactured connector panels as shown on drawings.
  - ii. Vent or blank panels to close all openings in racks.
- b. Wall Box
  - i. Wall box to be located at FOH mix position. Wall box will hold network interface cables. Box should be able to be closed when FOH mix position is not in use.

**D. ALTERNATES**

- a. Deduct Alternate
  - i. Provide a deductive alternate price for deleting the Digital Mixer.
    - (i) Yamaha QL5 Digital Mixer or pre-approved equivalent.

**E. EXECUTION**

**1. SYSTEMS PERFORMANCE VERIFICATION**

- a. The contractor shall provide all test equipment necessary for verification of system performance.
  - i. Pink noise source
  - ii. 1/3 octave Real Time Analyzer
  - iii. Sweep tone generator
  - iv. 60Mhz oscilloscope
- b. Provide a minimum of two weeks notice to the owner, prior to the scheduling of the test procedure, and if the owner so requests, perform the procedure on premium time, i.e., on Saturday or during the evening. All systems must be completely operational and ready for testing prior to scheduling the test. Failure to be in a position for proper testing of the systems at the scheduled test time may result in a back charge to the contractor for the owner's representative's time as well as the system designer's time.

**2. DOCUMENTATION**

- a. Shop Drawings: The contractor shall furnish bound equipment descriptive literature submittals, and complete technical descriptive drawings for review and approval by the Owner/Engineer prior to installing any equipment on site.
- b. Any equipment not so approved by the Owner/Engineer shall be removed from the project and replaced with equipment as specified and approved. Shop drawing literature shall be provided with an index identifying each item furnished and the specification section that it satisfies. Literature not so identified will be returned to the contractor as not reviewed or rejected.
- c. Technical drawings will include system single line diagrams, equipment rack elevations, conduit and box schedules and risers, and details of any custom fabricated equipment or panels. The contractor shall furnish sufficient copies of all shop drawings to provide for distribution to the contractor chain of command, but not more than six (6) copies.



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- d. All programming code shall be delivered to owner on CD. All programming becomes the property of the Owner.

**F. WARRANTY AND TECHNICAL SUPPORT**

- 1. The entire system shall be guaranteed for a period of one (1) year from the date of final acceptance of the installation and the contractor shall repair or replace defective equipment, during this period, at no cost to the owner.
- 2. During this warranty period, contractor shall respond to general service requests within 24 hours of notification.
- 3. During this warranty period, contractor shall be on site to respond to emergency requests within four (4) hours of notification.

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**End of SCOPE OF WORK Section**



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## V. BID/PROPOSAL – PRICING FORM

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BASE BID FOR THEATRE SOUND SYSTEM UPGRADE  
\$

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*[Amount for a complete sound system as specified herein and as shown on the plans together with all equipment and accessories required to provide a complete operating system.]*

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ALTERNATE I

BID FOR THEATRE SOUND SYSTEM UPGRADE DEDUCTING THE DIGITAL MIXER  
\$

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ALTERNATE II

ANNUAL SUPPORT AND MAINTENANCE COSTS AFTER FIRST YEAR

\$

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**REMINDERS:** Please attached specification sheets for each item included in bid.  
Please attach required documentation pertaining to References.  
Please attach a separate page that describes all Exceptions and Alternates.





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## VI. BID/PROPOSAL – SUBMITTAL AGREEMENT FORM

**INSTRUCTIONS:** Complete this page and place it directly behind the Bid/Proposal - Pricing Form.

AGREEMENT: The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments within this Invitation to Bid which is incorporated by reference as if fully set forth herein. The undersigned further agrees to honor the bid prices, attached hereto, throughout the specified term of this agreement.

BIDDER/COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

MOBILE PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Company Official (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Company Official's Title (Print or Type)

\_\_\_\_\_  
Date

---

### NOTARY:

Sworn to and subscribed before me on this date, \_\_\_\_\_

\_\_\_\_\_  
Notary's Name (Print or Type)

\_\_\_\_\_  
Signature of Notary Public

My commission expires on \_\_\_\_\_ (Date).

NOTARY  
SEAL



## VII. BID/PROPOSAL – REFERENCES FORM

**INSTRUCTIONS:** Complete this page and place it directly behind the Bid/Proposal Pricing Form.

Please list a minimum of five (5) references that the City of Hoover may contact.

<b>A</b>	Company Name	
	Contact Name	
	Address	
	Phone Number	
	Dates of Contract	
	May we Contact?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>B</b>	Company Name	
	Contact Name	
	Address	
	Phone Number	
	Dates of Contract	
	May we Contact?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>C</b>	Company Name	
	Contact Name	
	Address	
	Phone Number	
	Dates of Contract	
	May we Contact?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>D</b>	Company Name	
	Contact Name	
	Address	
	Phone Number	
	Dates of Contract	
	May we Contact?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>E</b>	Company Name	
	Contact Name	
	Address	
	Phone Number	
	Dates of Contract	
	May we Contact?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## **VIII. STANDARD BOND and CONTRACT FORMS**

- A. STANDARD BID BOND FORM**
- B. STANDARD CONTRACT FORM**
- C. STANDARD PERFORMANCE BOND FORM**
- D. STANDARD PAYMENT BOND FORM**

# BID BOND FORM

The **PRINCIPAL** (Name and Address of the Bidder as it appears on the Bid Proposal):

The **SURETY** (Name of Surety and Principal Place of Business):

The **CITY (City of Hoover, Alabama)**, located at (Address of City as it appears in the Contract):

**City Clerk's Office, Hoover City Hall, 100 Municipal Lane, Hoover, Alabama 35216**

The **COMMODITY, SERVICES, OR CONTRACT WORK** (Same Bid Title as it appears in the Bid Proposal):

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-Thousand Dollars (\$10,000.00)**.

**THE CONDITION OF THIS OBLIGATION** is that the Principal has submitted to the City the attached Bid Proposal, which is incorporated herein by reference, for the Commodity, Services, or Contract Work described above.

**NOW, THEREFORE**, if, within the terms of the Bid Documents, the City accepts the Principal's bid and the Principal thereafter either:

- (a) Executes and delivers each of the following documents if required and as prescribed within the Bid Specifications and Conditions: (1) a Contract, (2) a Performance Bond, (3) a Payment Bond, and (4) Certificate of Insurance, or
- (b) Fails to execute and deliver such documents but pays the City the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the City may award a Contract for the same commodity, service, or contract work to another bidder,

**THEN**, this obligation shall be null and void; otherwise, it shall remain in full force and effect.

**THE SURETY**, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the City may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST by:**

**BIDDER as PRINCIPAL by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
**Name and Title (Printed or Typed):**

**ATTEST by:**

**SURETY by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
**Name and Title (Printed or Typed):**

## SERVICES CONTRACT

This Contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between the **CITY of HOOVER, ALABAMA**, a municipal corporation located at:

**City Clerk's Office, Hoover City Hall, 100 Municipal Lane, Hoover, Alabama 35216**

and the **CONTRACTOR** (Name, Address and Licensing Information of the Contractor):

for the **SERVICES** identified as (Same Title as it appears in the Bid Proposal):

### CITY AND CONTRACTOR AGREE AS FOLLOWS:

1. The **CONTRACT DOCUMENTS** include, by reference, the following documents which are incorporated with this agreement as if included herein:
  - a. Notice to Contractors, Advertisement for Bids, Invitation to Bid
  - b. Instructions to Bidders
  - c. Conditions of the Contract (General, Supplemental, and Other Conditions)
  - d. Specifications (including Drawings, Diagrams and Exhibits)
  - e. Bid Proposal and Pricing Sheets
  - f. List of Exceptions and Alternates
  - g. Bid Bond
  - h. Performance Bond
  - i. Payment Bond
  - j. Contract
  - k. Contract Change Orders
2. The **SERVICES (hereafter referred to as the "Work")** shall be performed by the Contractor in accordance with the Contract Documents. The City will pay and the Contractor will accept, as full Compensation for such performance of the Work, the Contract Sum subject to additions and deductions as provided in the Contract Documents. The Work shall commence and end on the dates specified below in the section entitled Contract Time/Term.
3. The **CONTRACT TIME/TERM** shall be as follows:

Beginning on \_\_\_\_\_ and

Ending on \_\_\_\_\_.

The Contract Time/Term may be extended upon mutual agreement between the City and Contractor.
4. The **COMPENSATION** for the Work shall be:

**CONTRACT SUM:** \$ \_\_\_\_\_

Payable in equal monthly payments upon completion of the required Work in accordance with Specifications and receipt of a detailed monthly invoice.

5. **COUNTERPARTS:** The City and Contractor have entered into this Contract as of the date first written above and have executed this Contract in sufficient counterparts to enable each contracting party to have an originally executed Contract document each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.
6. **IMMIGRATION LAW COMPLIANCE REQUIREMENT:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. During the term of the contract, the Contractor shall participate in the U.S. Department of Homeland Security's E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. The Contractor agrees to provide sufficient documentation to the City to establish that the Contractor is enrolled in the E-Verify Program. The Contractor further agrees to create and operate a system for assuring immigration law compliance by its subcontractors by obtaining, prior to their performing any work related to this contract, either (1) appropriate documentation of each subcontractor's enrollment in the E-Verify Program or (2) obtaining a sworn affidavit from the subcontractor signed before a notary attesting to the fact that the subcontractor, in good faith, has complied with federal and state immigration laws with respect to verifying that each of the its employees is eligible for employment.
7. **SPECIAL PROVISIONS,** if any, may be inserted here or attached, as described, hereto:

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**Agreed by CITY:**

**Agreed by CONTRACTOR:**

\_\_\_\_\_  
Signature

Name (Printed or Typed): \_\_\_\_\_

Title (Printed or Typed): \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name (Printed or Typed): \_\_\_\_\_

Title (Printed or Typed): \_\_\_\_\_

Date Signed: \_\_\_\_\_

## PERFORMANCE BOND FORM

The **PRINCIPAL** (Name and address of the Contractor as it appears in the Contract):

The **SURETY** (Name of Surety and Principal Place of Business):

The **CITY (City of Hoover, Alabama)**, located at (Address of City as it appears in the Contract):

**City Clerk's Office, Hoover City Hall, 100 Municipal Lane, Hoover, Alabama 35216**

The **PENAL SUM** of this Bond (the Contract Amount) in Dollars:

The **DATE** of the Contract:

The **SERVICES CONTRACT WORK** (Same Title as it appears in the Contract):

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time/Term.
3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the City:



- a. Gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Services/Contract Work, or a designated portion of the Services/Contract Work, shall terminate seven days after the Contractor's receipt of the notice; and
  - b. Gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
5. In the presence of the conditions described herein, the Surety shall, at its own expense:
  - a. On the effective date of the Notice of Termination, take charge of the Services/Contract Work and be responsible for the safety, security, and protection of the Services/Contract Work, including materials and equipment stored on and off the Project site, and
  - b. Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Services/Contract Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
6. As conditions precedent to taking charge of and completing the Services/Contract Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Services/Contract Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the City in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Services/Contract Work or for the City to fail or refuse to continue to make payments in accordance with the Contract Documents.
7. By accepting this Bond as a condition of executing the Contract, and by taking the actions described herein, the City agrees that:
  - a. The City shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
  - b. As the Surety completes the Services/Contract Work, or has it completed by a qualified contractor, the City shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the City from the Contractor under the Contract or from the Contractor or the Surety under this Bond.
8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the City as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.
9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Services/Contract Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Services/Contract Work, the City shall have the authority to take charge of and complete the Services/Contract Work, or have it completed, and the following costs to the City, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
  - a. The cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
  - b. Additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Services/Contract Work;
  - c. Interest on, and the cost of obtaining, funds to supplement the unpaid balance of the

- Contract Sum as may be necessary to cover the foregoing costs;
- d. The fair market value of any reductions in the scope of the Services/Contract Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
  - e. Additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with the General Conditions of the Contract.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ATTEST by:**

\_\_\_\_\_  
Signature

**CONTRACTOR as PRINCIPAL by:**

\_\_\_\_\_  
Signature

**Name and Title (Printed or Typed):**

\_\_\_\_\_  
\_\_\_\_\_

**Countersigned** (by Alabama Resident Agent for Surety):

\_\_\_\_\_  
Signature

**Name and Address (Printed or Typed):**

\_\_\_\_\_  
\_\_\_\_\_

**SURETY by:**

\_\_\_\_\_  
Signature

**Name and Title (Printed or Typed):**

\_\_\_\_\_  
\_\_\_\_\_

**SURETY'S BOND NUMBER:** \_\_\_\_\_

NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

# PAYMENT BOND FORM

The **PRINCIPAL** (Name and address of the Contractor as it appears in the Contract):

The **SURETY** (Name of Surety and Principal Place of Business):

The **CITY (City of Hoover, Alabama)**, located at (Address of City as it appears in the Contract):

**City Clerk's Office, Hoover City Hall, 100 Municipal Lane, Hoover, Alabama 35216**

The **PENAL SUM** of this Bond (the Contract Amount) in Dollars:

The **DATE** of the Contract:

The **SERVICES CONTRACT WORK** (Same Title as it appears in the Contract):

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.
3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In

the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the City indicating that labor, material, or supplies for the Services/Contract Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Services/Contract Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
6. All claims and disputes between City and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

**SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

**ATTEST by:**

\_\_\_\_\_  
Signature

**CONTRACTOR as PRINCIPAL by:**

\_\_\_\_\_  
Signature

**Name and Title (Printed or Typed):**

\_\_\_\_\_  
\_\_\_\_\_

**Countersigned (by Alabama Resident Agent for Surety):**

\_\_\_\_\_  
Signature

**Name and Address (Printed or Typed):**

\_\_\_\_\_  
\_\_\_\_\_

**SURETY by:**

\_\_\_\_\_  
Signature

**Name and Title (Printed or Typed):**

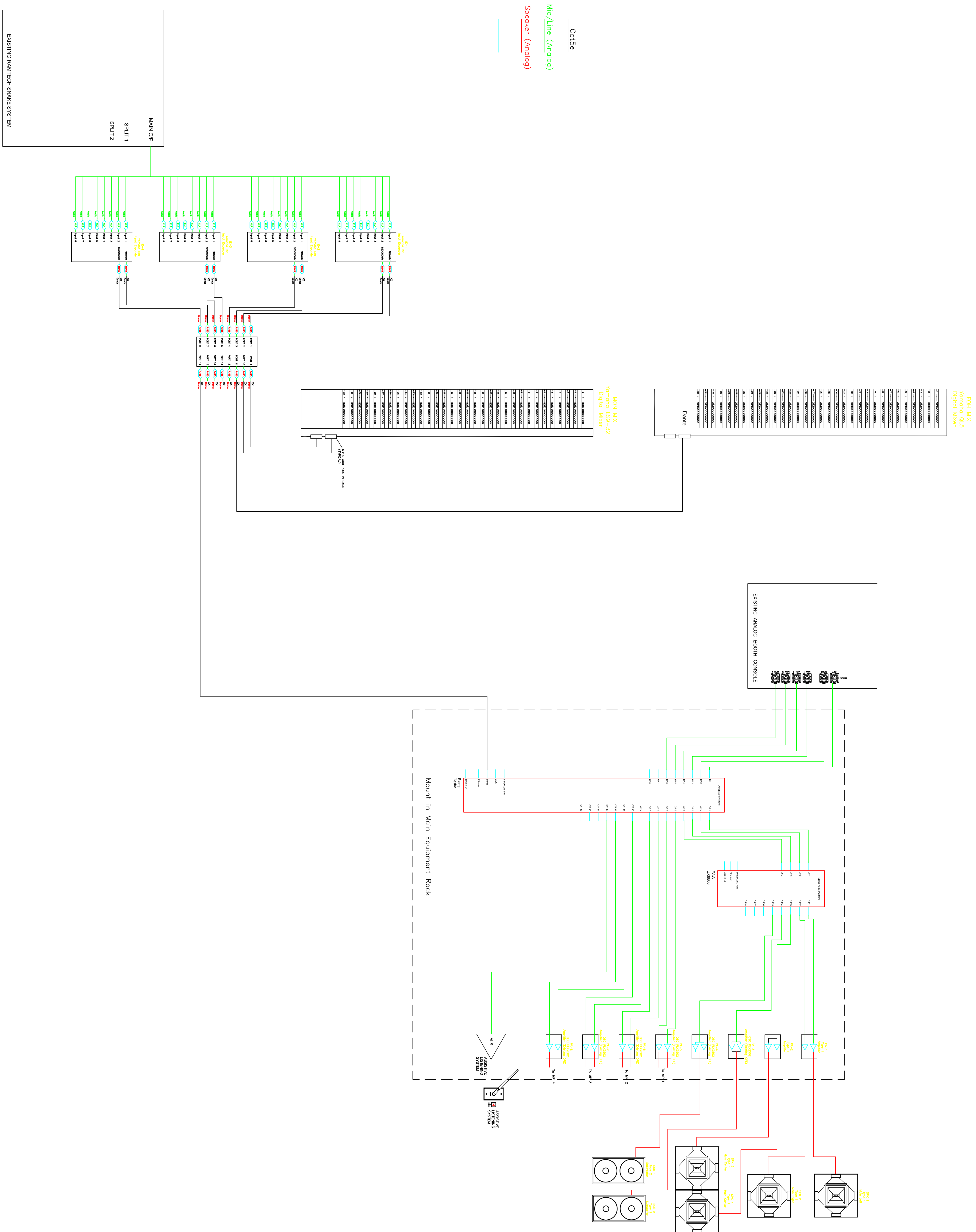
\_\_\_\_\_  
\_\_\_\_\_

**SURETY BOND NUMBER:** \_\_\_\_\_

NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.









[illegible][illegible]

the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent. The number of people 75 years of age or older has increased by 100 percent. The number of people 85 years of age or older has increased by 200 percent. The number of people 95 years of age or older has increased by 400 percent. The number of people 100 years of age or older has increased by 1,000 percent. The number of people 105 years of age or older has increased by 2,000 percent. The number of people 110 years of age or older has increased by 4,000 percent. The number of people 115 years of age or older has increased by 8,000 percent. The number of people 120 years of age or older has increased by 16,000 percent. The number of people 125 years of age or older has increased by 32,000 percent. The number of people 130 years of age or older has increased by 64,000 percent. The number of people 135 years of age or older has increased by 128,000 percent. The number of people 140 years of age or older has increased by 256,000 percent. The number of people 145 years of age or older has increased by 512,000 percent. The number of people 150 years of age or older has increased by 1,024,000 percent. The number of people 155 years of age or older has increased by 2,048,000 percent. The number of people 160 years of age or older has increased by 4,096,000 percent. The number of people 165 years of age or older has increased by 8,192,000 percent. The number of people 170 years of age or older has increased by 16,384,000 percent. The number of people 175 years of age or older has increased by 32,768,000 percent. The number of people 180 years of age or older has increased by 65,536,000 percent. The number of people 185 years of age or older has increased by 131,072,000 percent. The number of people 190 years of age or older has increased by 262,144,000 percent. The number of people 195 years of age or older has increased by 524,288,000 percent. The number of people 200 years of age or older has increased by 1,048,576,000 percent. The number of people 205 years of age or older has increased by 2,097,152,000 percent. The number of people 210 years of age or older has increased by 4,194,304,000 percent. The number of people 215 years of age or older has increased by 8,388,608,000 percent. The number of people 220 years of age or older has increased by 16,777,216,000 percent. The number of people 225 years of age or older has increased by 33,554,432,000 percent. The number of people 230 years of age or older has increased by 67,108,864,000 percent. The number of people 235 years of age or older has increased by 134,217,728,000 percent. The number of people 240 years of age or older has increased by 268,435,456,000 percent. The number of people 245 years of age or older has increased by 536,870,912,000 percent. The number of people 250 years of age or older has increased by 1,073,741,824,000 percent. The number of people 255 years of age or older has increased by 2,147,483,648,000 percent. The number of people 260 years of age or older has increased by 4,294,967,296,000 percent. The number of people 265 years of age or older has increased by 8,589,934,592,000 percent. The number of people 270 years of age or older has increased by 17,179,869,184,000 percent. The number of people 275 years of age or older has increased by 34,359,738,368,000 percent. The number of people 280 years of age or older has increased by 68,719,476,736,000 percent. The number of people 285 years of age or older has increased by 137,438,953,472,000 percent. The number of people 290 years of age or older has increased by 274,877,906,944,000 percent. The number of people 295 years of age or older has increased by 549,755,813,888,000 percent. The number of people 300 years of age or older has increased by 1,099,511,627,776,000 percent. The number of people 305 years of age or older has increased by 2,199,023,255,552,000 percent. The number of people 310 years of age or older has increased by 4,398,046,511,104,000 percent. The number of people 315 years of age or older has increased by 8,796,093,022,208,000 percent. The number of people 320 years of age or older has increased by 17,592,186,044,416,000 percent. The number of people 325 years of age or older has increased by 35,184,372,088,832,000 percent. The number of people 330 years of age or older has increased by 70,368,744,177,664,000 percent. The number of people 335 years of age or older has increased by 140,737,488,355,328,000 percent. The number of people 340 years of age or older has increased by 281,474,976,710,656,000 percent. The number of people 345 years of age or older has increased by 562,949,953,421,312,000 percent. The number of people 350 years of age or older has increased by 1,125,899,906,842,624,000 percent. The number of people 355 years of age or older has increased by 2,251,799,813,685,248,000 percent. The number of people 360 years of age or older has increased by 4,503,599,627,370,496,000 percent. The number of people 365 years of age or older has increased by 9,007,199,254,740,992,000 percent. The number of people 370 years of age or older has increased by 18,014,398,509,481,984,000 percent. The number of people 375 years of age or older has increased by 36,028,797,018,963,968,000 percent. The number of people 380 years of age or older has increased by 72,057,594,037,927,936,000 percent. The number of people 385 years of age or older has increased by 144,115,188,075,855,872,000 percent. The number of people 390 years of age or older has increased by 288,230,376,151,711,744,000 percent. The number of people 395 years of age or older has increased by 576,460,752,303,423,488,000 percent. The number of people 400 years of age or older has increased by 1,152,921,504,606,846,976,000 percent. The number of people 405 years of age or older has increased by 2,305,843,009,213,693,952,000 percent. The number of people 410 years of age or older has increased by 4,611,686,018,427,387,904,000 percent. The number of people 415 years of age or older has increased by 9,223,372,036,854,775,808,000 percent. The number of people 420 years of age or older has increased by 18,446,744,073,709,551,616,000 percent. The number of people 425 years of age or older has increased by 36,893,488,147,419,103,232,000 percent. The number of people 430 years of age or older has increased by 73,786,976,294,838,206,464,000 percent. The number of people 435 years of age or older has increased by 147,573,952,589,676,412,928,000 percent. The number of people 440 years of age or older has increased by 295,147,905,179,352,825,856,000 percent. The number of people 445 years of age or older has increased by 590,295,810,358,705,651,712,000 percent. The number of people 450 years of age or older has increased by 1,180,591,620,717,411,303,424,000 percent. The number of people 455 years of age or older has increased by 2,361,183,241,434,822,606,848,000 percent. The number of people 460 years of age or older has increased by 4,722,366,482,869,645,213,696,000 percent. The number of people 465 years of age or older has increased by 9,444,732,965,739,290,427,392,000 percent. The number of people 470 years of age or older has increased by 18,889,465,931,478,580,854,784,000 percent. The number of people 475 years of age or older has increased by 37,778,931,862,957,161,709,568,000 percent. The number of people 480 years of age or older has increased by 75,557,863,725,914,323,419,136,000 percent. The number of people 485 years of age or older has increased by 151,115,727,451,828,646,838,272,000 percent. The number of people 490 years of age or older has increased by 302,231,454,903,657,293,676,544,000 percent. The number of people 495 years of age or older has increased by 604,462,909,807,314,587,353,088,000 percent. The number of people 500 years of age or older has increased by 1,208,925,819,614,629,174,706,176,000 percent. The number of people 505 years of age or older has increased by 2,417,851,639,229,258,349,412,352,000 percent. The number of people 510 years of age or older has increased by 4,835,703,278,458,516,698,824,704,000 percent. The number of people 515 years of age or older has increased by 9,671,406,556,917,033,397,649,408,000 percent. The number of people 520 years of age or older has increased by 19,342,813,113,834,066,795,298,816,000 percent. The number of people 525 years of age or older has increased by 38,685,626,227,668,133,590,597,632,000 percent. The number of people 530 years of age or older has increased by 77,371,252,455,336,267,181,195,264,000 percent. The number of people 535 years of age or older has increased by 154,742,504,910,672,534,362,390,528,000 percent. The number of people 540 years of age or older has increased by 309,485,009,821,345,068,724,781,056,000 percent. The number of people 545 years of age or older has increased by 618,970,019,642,690,137,449,562,112,000 percent. The number of people 550 years of age or older has increased by 1,237,940,039,285,380,274,899,124,224,000 percent. The number of people 555 years of age or older has increased by 2,475,880,078,570,760,549,798,248,448,000 percent. The number of people 560 years of age or older has increased by 4,951,760,157,141,521,099,596,496,896,000 percent. The number of people 565 years of age or older has increased by 9,903,520,314,283,042,199,193,993,792,000 percent. The number of people 570 years of age or older has increased by 19,807,040,628,566,084,398,387,9

# Hoover Library Theater Audio System

**Sound Advice, Inc.**  
Audio Visual Systems  
3004 4th Ave. So.  
Birmingham, AL 35233  
Phone: (205) 254-8003

SHEET TITLE:  
Rack Layout

PROJECT NUMBER:

ISSUE DATE:

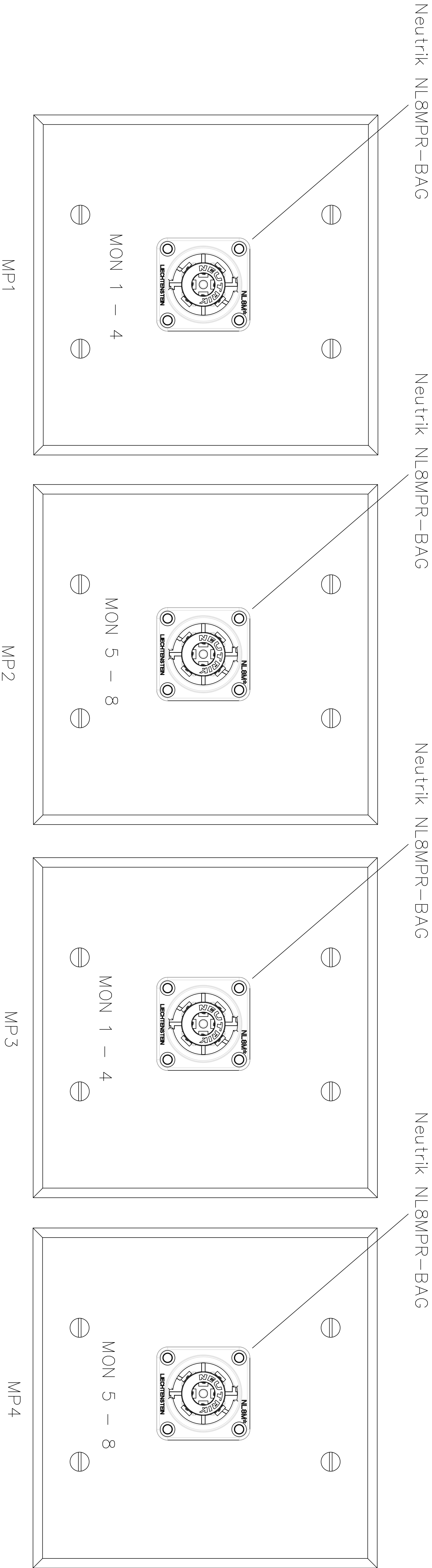
DRAWN BY: BTM

CHECKED BY: NLW

SHEET NUMBER

# AV1.1





REVISIONS	DATE	DESCRIPTION

# Hoover Library Theater Audio System

Sound Advice, Inc.  
Audio Visual Systems  
3004 4th Ave. So.  
Birmingham, AL 35233  
Phone: (205) 254-8003

SHEET TITLE:	Project Details
PROJECT NUMBER:	0100000000
ISSUE DATE:	01/01/2020
DRAWN BY:	BTM
CHECKED BY:	NLW

SHEET NUMBER  
AV1.3